

A. G. Contract No. KR891154TRD
ECS File: JPA 89-62
Tracs No. 087 GI 252 H2663 01C
Section: S. R. 87
Payson-Winslow Highway

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF PAYSON

THIS AGREEMENT is entered into 18 July 1989, pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF PAYSON, acting by and through its Town Council, (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. It is to the mutual advantage of the State and the Town to landscape certain areas within the right of way on State Route 87 at the following location:

NO. <u>14042</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>7-18-89</u>
<u>Don Sherman</u> Secretary of State
By <u>B. Vermillion</u>

From centerline roadway station 91+36 to centerline roadway station 95+31, a net distance of approximately 0.075 miles.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare Landscape Architectural plans for the landscaping and irrigation project and submit them to the Town for approval.

2. After Town approval of the plans, the project will be constructed by the State, using State funds. Upon completion of the work, the Town shall reimburse the State 25 percent of the landscape contract costs, up to the amount approved in the ADOT Construction Program. The costs over the ADOT approved construction program or extra related work for the Town will be submitted to the Town for approval to reimburse the State 100% of those costs. Town shall be responsible for contractor claims for extra compensation attributable by State to Town.

3. The Town shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The Town shall furnish all water for landscape installation during the construction contract, and all water hereafter necessary to properly maintain the landscape, all at Town expense.

5. After construction, the Town shall maintain the landscaping and irrigation system within the right of way and shall furnish all electrical power necessary to maintain the landscaping within the right of way.

6. The Town hereby agrees to maintain the landscaping and irrigation system. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. The Town will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

Town of Payson
Town Manager
303 N. Beeline Highway
Payson, AZ 85541

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA
Department of Transportation

By Ernest J. Bennett
Title Mayor

By Gary K. Robinson
GARY K. ROBINSON
Chief Deputy State Engineer

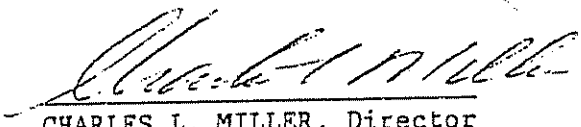
Attest Linda J. Foster
Town Clerk

1810j
31MAY

RESOLUTION

BE IT RESOLVED on this 28th day of April 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Payson for the purpose of landscaping certain areas within the right of way on State Route 87.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.



CHARLES L. MILLER, Director
Arizona Department of
Transportation

RESOLUTION NO. 648

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON TO AUTHORIZE THE MAYOR TO EXECUTE EXHIBIT I ATTACHED HERETO TO COMPLETE A JOINT TOWN OF PAYSON AND ARIZONA DEPARTMENT OF TRANSPORTATION LANDSCAPING PROJECT ALL PURSUANT TO IGA-89-62.

WHEREAS, the Town of Payson and the Arizona Department of Transportation have agreed to complete a landscaping project through IGA-89-62, attached hereto as Exhibit I and,

WHEREAS, the Town of Payson will benefit from the finished project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, that

The Mayor is hereby empowered to act as agent for the Town of Payson to execute Exhibit I, the IGA-89-62 attached hereto and that the necessary funding for the project's completion is hereby authorized to be spent, all according to the terms of Exhibit I.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, this 22nd day of June, 1989 by the following vote:

AYES -5- NOES -0- ABSTENTIONS -0- ABSENT -2-

Ernest J. Bennett
Ernest J. Bennett, Mayor

ATTEST:

Linda J. Foster
Linda J. Foster, Town Clerk

APPROVED AS TO FORM:

Harlan W. Green
Harlan W. Green, Town Attorney

STATE OF ARIZONA
COUNTY OF GILA
TOWN OF PAYSON

I, Linda J. Foster, Town Clerk of the Town of Payson, Arizona, do hereby certify that the above and foregoing is a true and correct copy of Res. No. 648 passed and adopted by the Common Council of the Town of Payson, Arizona.

WITNESSED MY HAND AND THE SEAL OF THE TOWN OF PAYSON, ARIZONA, this 28th day of June, 1989

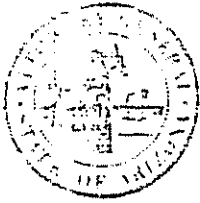
Linda J. Foster
Town Clerk - Town of Payson, Arizona

APPROVAL OF THE TOWN ATTORNEY

I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the TOWN OF PAYSON and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 6 day of July, 1989.

Harlan W. Oreen
Town Attorney, Payson



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR891154 TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 13th day of July, 1989.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division